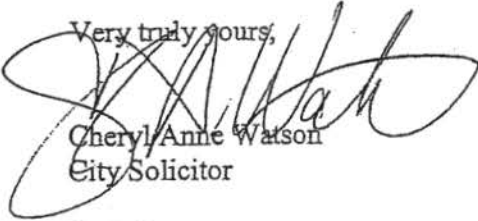


The above facts and attached documents show that the City in no way colluded, as alleged with Achieve and has not violated any rules or procedures of the SLD program.

Very truly yours,



Cheryl Anne Watson
City Solicitor

CAW/nas

cc: Dr. Thomas Kingston, Superintendent of Chelsea Public Schools

bcc: McCue

Arduzzottola

ATTACHMENT B

EXHIBIT 13

EX. A

DECLARATION

1. I, Robert G. Hamel, was the Assistant to the Superintendent for the Springfield Public School District of Springfield, Massachusetts ("District"). I occupied that position from December, 1995 until January, 2008. My responsibilities with the District included the oversight of the process for preparing, submitting and processing applications for financial support from the Schools and Libraries Support Mechanism ("E-Rate Program") administered by the Universal Service Administrative Company ("USAC").

2. Consistent with my responsibilities, I participated in the District's application process for E-Rate Program support for Funding Years 2004 through 2007 relating to FCC Form 470 Applications filed for certain eligible telecommunications services ("Application"). Part of that participation included, where necessary, meeting, after the required posting of the Application with USAC, with representatives of Achieve Telecom Network of Massachusetts, LLC ("Achieve") to receive a presentation about Achieve's digital transmission services. I also reviewed written proposals submitted by Achieve concerning its proposed services in response to the Applications. Pursuant to state and local procurement rules and E-Rate Program Rules, for each of the Funding Years in question, Springfield chose Achieve to provide the digital transmission services pursuant to the terms and conditions set forth in State Master Contract ITS07. As required under E-Rate Program rules, the District timely submitted FCC Form 471 Nos. 2004: 433768; 2005: 487623; 2006: 538332; 2007: 577110 to USAC. USAC approved the E-Rate Program support by Funding Commitment Decision Letters for Funding Request Nos. 1207981, 1352672; 1490940; and 1595241 for 2004, 2005, 2006 and 2007 respectively ("FCDLs")

3. I have reviewed the four (4) Notification of Commitment Adjustment Letters, dated September 8, 2008, whereby USAC has rescinded and seeks recovery of the support approved or provided pursuant the FCDL ("Decisions"). In particular, I have reviewed the Funding Commitment Adjustment Explanations. I am providing this Declaration in connection with the District's appeal of the Decisions.

4. Achieve's oral and written presentations to the District in connection with the Applications did not represent in any way that Achieve was offering a service that would be "no cost" to the District. Achieve did inform the District of the opportunity to apply for a grant from the United States Distance Learning Association ("USDLA") to cover the District's share of the cost of the services ("District Share") covered by the Applications ("Grant"). Achieve also generally noted that there were other potential sources of such grants. However, Achieve did not represent, either orally or in writing to the District, that if the District selected Achieve as its service provider and applied for such a Grant from USDLA, that approval of the Grant by USDLA was guaranteed. Achieve did not present an automatic Grant from USDLA as part of the Achieve service proposals made to the District. Furthermore, USDLA specified that the Grant awards were not contingent upon the selection of ACHIEVE for the provision of services to the District.

5. The District obtained, prepared and filed its own applications with USDLA for the Grants. Achieve was not involved in any way in the Grant application process. District personnel dealt directly with USDLA personnel in completing the necessary forms to apply for the Grants.

6. The District was not aware of the existence of any alleged partnership between ACHIEVE and USDLA. The District was also unaware of any donations solicited by ACHIEVE for USDLA.

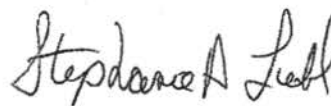
7. There was never an offer by ACHIEVE to waive or otherwise not require payment of the District's Share. Nor did ACHIEVE ever offer to rebate the District's Share.

8. The District disclosed the application and award of the Grant from USDLA to cover the District's Share throughout all aspects of the E-Rate application process, selective review process, and service invoice processing.

I declare under penalty of perjury that the foregoing is true and correct on this 6th day of November, 2008.



Robert G. Hamel



STEPHANIE A. LIEBL
Notary Public
My Commission Expires October 22, 2010

ATTACHMENT C

EXHIBIT 19

DECLARATION STATEMENT

1. I, James Halloran was the Director of Information Technology for the City of Somerville, Somerville, Massachusetts ("Somerville"). I occupied the position from January, 2004 until March, 2007. My responsibilities with the Somerville included the oversight of the process of preparing, submitting and processing applications for financial support from the Schools and Libraries Support Mechanism ("E-Rate Program") administered by the Universal Service Administrative Company ("USAC").
2. Consistent with my responsibilities, I participated in the Somerville's application process for E-Rate Program support for Funding Years 2005-2006 and 2006-2007 relating to FCC Form 470 Applications filed for certain eligible telecommunications services ("Application"). Part of that participation included, when necessary, meeting, after the required posting of the Application with USAC, with representatives of Achieve Telecom Network of Massachusetts, LLC ("Achieve") to receive a presentation about Achieve's digital transmission services. I also reviewed written proposals submitted by Achieve concerning its proposed services in response to the Applications. Pursuant to state and local procurement rules and E-Rate Program Rules, for each of the Funding Years in questions, Somerville chose Achieve to provide the digital transmission services. As required under E-Rate Program Rules, the Somerville timely submitted FCC Form 471 Nos. 2005-2006: 455467; 2006-2007: 516499 to USAC. USAC approved the E-Rate Program support by Funding Commitment Decisions Letters for Funding Requests Nos. 1257549 and 1421087, for 2005-2006 and 2006-2007 respectively (FDLS").
3. I have reviewed the both Notification of Commitment Adjustment Letters, dated January 14, 2009, whereby USAC has rescinded and seeks recovery of the support approved or provided

pursuant to the FCDL ("Decisions"). In particular, I have reviewed the Funding Commitment Adjustment Explanations. I am providing this Declaration in connection with the Somerville's appeal of the Decisions.

4. Achieve's oral and written presentations to the Somerville in connection with the Applications did not represent in any way that Achieve was offering a service that would be "no cost" to the Somerville.

5. To the best of my knowledge and belief, Somerville was not aware of the existence of any partnership between Achieve and USDLA. To the best of my knowledge and belief, Somerville was unaware that Achieve allegedly solicited donations for USDLA.

6. To the best of my knowledge and belief, there was never an offer by Achieve to waive or otherwise not require payment of Somerville's Share. Nor did Achieve ever offer to rebate Somerville's Share.


7. Somerville did not withhold information as to the application and award of the Grant from USDLA to cover Somerville's Share throughout all aspects of the E-Rate application process, selective review process, and service invoice processing.

I declare under penalty of perjury that the foregoing is true and correct on this 5th day of March, 2009.


James Halloran

Middlesex, ss.

On this 5th day of March, 2009, before me, the undersigned notary public, personally appeared James Halloran, who is personally known to me to be the person whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.


Notary Public - Francis X. Wright, Jr.
My commission expires: June 18, 2015

ATTACHMENT D



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Operational Services Division
One Ashburton Place, Boston, MA 02108-1552



<http://www.Comm-PASS.com>

Mitt Romney
Governor

Eric A. Kriss
Secretary

Kerry Healey
Lieutenant Governor

Philmore Anderson III
State Purchasing Agent

April 15, 2004

Joy Jackson
Achieve Telecom Network
3 Centennial Drive
Peabody, MA 01960

Subject: IT Services – Section 3 – Technical Specialists

Dear Ms. Jackson:

Contract Execution

The Software and Services Procurement Management Team (PMT) is pleased to inform you that IT Services Contract for Section 3, Technical Specialists, has been executed with your company and will continue through June 30, 2005. Plans have not been finalized for a successor contract.

The Commonwealth has designated this contract as IT Services Contract **ITS07**, with **Statewide Contract Number BT9H03A**.

The Contract will follow RFR Section 1.8, Contractual Order Of Precedence. The contractual order of precedence will also incorporate any additional contractual items identified within the RFR, but not immediately consummated by the execution of this Contract.

Eligible Government Entities

Your company submitted documentation to be eligible to provide services in Massachusetts only. See RFR Section 1.6.1 for a list of entities who are eligible to use this contract. Please continue to monitor www.comm-pass.com for potential opportunities.

Comm-PASS Solicitation Notification System (SNS)

A new system has been developed to provide contractors with information on Commonwealth of Massachusetts bids. Although your company now holds a contract under ITS07, there may be other Statewide and Agency-specific opportunities for which you are eligible. Also, many agencies post opportunities on Comm-PASS which are limited to ITS07 Contractors - although this is not a requirement, Agencies may do this to ensure wide distribution for their procurement. For \$275 per year, the Comm-PASS Solicitation Notification Service (SNS) provides you with an *automatic email notification* to a specified email address each time a new solicitation matching your customizable procurement profile is posted on Comm-PASS.

Tel: (617) 720-3300

TDD: (617) 727-2716

Fax: (617) 727-4527



Comm-PASS Solicitation Notification System (SNS), continued

While free 24x7 access to Comm-PASS is always available to any bidder, only SNS provides features that provide you an opportunity to:

- Stay apprised of solicitation opportunities as *they are posted* to Comm-PASS
- Maximize the available time in which to submit a bid response
- Manage the volume of new solicitations by focusing on those applicable to your Product/Service offering

There is no requirement to subscribe to this service in order to participate in the solicitation or contract processes, and a bidder's subscription status is not considered under bid evaluation criteria. If you are interested in this value-added service, please go to <http://www.Comm-PASS.com> to learn more and subscribe to SNS.

Other Marketing Information

A short document on marketing under ITS07 is posted at

http://www.comm-pass.com/Comm-PASS/Scripts/xdoc_view.idc?doc_id=005596&cp_xx=

To locate it, use "Find on this page" from your browser's Edit menu, and search for "Marketing under" (no quotes).

Notification/Reporting

Please note that your company is contractually required to submit performance reports on August 15; see RFR Section 3.4. Report templates are posted on Comm-PASS, at

http://www.comm-pass.com/Comm-PASS/Scripts/xdoc_view.idc?doc_id=005596&cp_xx=. New templates are generally posted a month before reports are due. The PMT is not obliged to notify contractors when the reports are due, as this is included in the contract. Also, please note that changes in contact information are to be reported promptly via eMail to software.ptl@osd.state.ma.us. Changes to your company's name or address require completion of several forms. Changes to your company's TIN number, particularly if your company has active engagements at the time of the change, require 90 days advance notice to ensure that clients will be able to pay invoices after the change takes effect.

The Software and Services PMT is pleased to work with your company on the IT Services Contract ITS07 and wishes you the best on this contract.

If you have any questions please contact me (marge.macevitt@osd.state.ma.us). Thank you.

Sincerely,

Marge Mac Evitt (4-3-)

Marge MacEvitt
Procurement Manager – Software and Services

COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM AND INSTRUCTIONS



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. This shall not prohibit the addition of non-conflicting Contract terms. By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required by law and certifies that it shall comply with the following requirements: that the Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, permits and resources for performance; that the Contractor and its subcontractors are not currently debarred; that the Contractor is responsible for reviewing the Standard Contract Form Instructions available at www.comm-pass.com/comm-pass/forms.asp; that the terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties; and that the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including the following requirements: all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, requirements for access to Contractor records, the terms of the applicable Commonwealth Terms and Conditions, the terms of this Standard Contract Form and Instructions including the Contractor Certifications and Legal References, the Request for Response (RFR) or solicitation (if applicable), the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated provisions.

[THE CONTRACTOR MUST COMPLETE ONLY THOSE SECTIONS PRECEDED BY AN "→".]

→ VENDOR CODE: 32-0061935 <i>K001</i>	MMARS DOCUMENT ID: BT9H03A CONTRACT ID: ITS07
→ CONTRACTOR NAME: ACHIEVE TELECOM NETWORK	DEPARTMENT NAME: Operational Services Division
→ CONTRACT MANAGER: JOY JACKSON	CONTRACT MANAGER: Marjorie MacEvitt
→ PHONE: 978-538-5212 → FAX: 978-538-5214 → E-MAIL ADDRESS: JOYJACKSON@ACHIEVETELNET.COM	PHONE: (617) 720-3121 FAX: (617) 727-4527 E-MAIL ADDRESS: marge.macevitt@osd.state.ma.us
→ BUSINESS MAILING ADDRESS: 3 CENTENNIAL DR., PEABODY, MA 01960	BUSINESS MAILING ADDRESS: Room 1017, 1 Ashburton Place, Boston, MA 02108
THE FOLLOWING COMMONWEALTH TERMS AND CONDITIONS FOR THIS CONTRACT HAS BEEN EXECUTED AND FILED WITH CTR: COMMONWEALTH TERMS AND CONDITIONS	
COMPENSATION: (Check one option only) ___ Maximum Obligation of this Contract: \$ _____ <input checked="" type="checkbox"/> No Maximum Obligation has been set for this Contract: (Check one) ___ Rate Contract with a Rate of: \$ _____ Per: _____ <input checked="" type="checkbox"/> Rate Contract with Multiple/Negotiated Rates: (Attach listing of multiple rates or description of negotiation process)	PAYMENT TYPE: (Check one option only) <input checked="" type="checkbox"/> Payment Voucher (PV) ___ Ready Payment (RP) (Schedule: _____ Initial Base Amt: \$ _____) ___ Contractor Payroll (CP) (Required for Contract Employees) ___ Recurring Payment (Required for Leases and TELPs)
→ PAYMENT METHOD: The Contractor agrees to be paid by Electronic Funds Transfer (EFT is the Commonwealth's Preferred Payment Method): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: (Reference to attachments without a narrative description of performance is insufficient.) Information Technology Services: RFR ITS07 Section 3, RFR and Response on file	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Single Department Procurement/Single Department User Contract; ___ Single Department Procurement/Multiple Department User Contract; ___ Multiple Department Procurement/Limited Department User Contract; <input checked="" type="checkbox"/> Statewide Contract (Only for use by OSD or an OSD-designated Department); ___ Grant (as defined by 815 CMR 2.00); ___ Emergency Contract (attach justification); ___ Interim Contract (attach justification); ___ Contract Employee; ___ Collective Purchase (attach OSD approval) ___ Legislative/Legal Exemption (attach proof); ___ Other (Specify): _____	
RFR REFERENCE NUMBER: (or "N/A" if not applicable) ITS07	
ANTICIPATED CONTRACT EFFECTIVE START DATE: Performance shall begin on <u>4/14/2004</u> , which shall be no earlier than the latest date this Contract is signed by authorized signatories of the Department and Contractor and approved under Section 1 of the applicable Commonwealth Terms and Conditions.	
TERMINATION DATE OF THIS CONTRACT: This Contract shall terminate on 6/30/2005, unless terminated or amended by mutual written agreement by the parties prior to this date under Section 4 of the applicable Commonwealth Terms and Conditions.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: → <i>Joy Jackson</i> (Signature of Contractor's Authorized Signatory) → DATE: <u>February 11, 2004</u> (Date must be handwritten at time of signature) → NAME: <u>Joy Jackson</u> → TITLE: <u>President</u>	AUTHORIZING SIGNATURE FOR THE DEPARTMENT: X: <i>Marjorie MacEvitt</i> (Signature of Department's Authorized Signatory) DATE: <u>4/14/2004</u> (Date must be handwritten at time of signature) NAME: MARJORIE MACEVITT TITLE: CONTRACT MANAGER



The Official Website of the Executive Office for Administration and Finance

Administration and Finance

Home > Budget, Taxes & Procurement > Procurement Information > Buy From a State Contract > Information about Statewide Contract Purchasing > Who Can Use SWC

Who Can Use Statewide Contracts

General Information

All Executive Departments are required to use statewide contracts for their purchases if the goods/services they seek are available on a statewide contract. In addition, many other public and quasi-public entities in the Commonwealth of Massachusetts are eligible, though not required, to use statewide contracts. Some eligible entities, such as cities and towns, may need to execute their own contract documents, as appropriate; however, they are not required to conduct a separate competitive procurement since all statewide contracts are the result of a competitive process.

Below is a complete list of the types of organizations generally allowed to use statewide contracts. Some statewide contracts may be open to additional organizations, and some are more restricted in usage. The "Issuers" tab on Comm-PASS will list the types of organizations able to use a specific statewide contract.

- Cities, towns, districts, counties and other political subdivisions
- Executive, Legislative and Judicial Branches, including all departments and elected offices therein
- Independent public authorities, commissions, and quasi-public agencies
- Local public libraries, public school districts, and charter schools
- Public hospitals owned by the Commonwealth
- Public institutions of higher education
- Public purchasing cooperatives
- Non-profit, UFR-certified organizations that are doing business with the Commonwealth, pursuant to the Purchase of Service Providers

Non-Profit Purchasing Program

- Other states and territories with no prior approval by the State Purchasing Agent required
- Other entities when designated in writing by the State Purchasing Agent - Other Non-Profits should refer to the

Non-Profit Purchasing Program

for information about requesting approval to become an eligible entity

Seller Information

Once a statewide contractor has signed a statewide contract, the potential market for their commodities and services is extensive. The following information is provided as a resource for statewide contractors to be able to identify and to reach out to potential customers.

State Government

Here is an alphabetical list of all Massachusetts government agencies. All of these may use statewide contracts, but only Executive Departments are required to use statewide contracts if the goods/services they seek are available on a statewide contract. To see just the [Executive Departments](#), view the websites for each of the Executive Offices listed here to see which Executive Departments are located within each Executive Office.

City and Town Local Official Directory

The Division of Local Services online directory provides addresses and contact information for officials in Massachusetts' 351 cities and towns. It is not necessary to log in to view the information. Officials listed vary from one municipality to another, but may include the city clerk, data processing, accounting and budget staff, as well as a variety of other roles.

Detailed Information on Elementary and Secondary Schools

The Department of Education's website provides detailed information on public elementary and secondary schools, including address and contact information. It is maintained by the Department of Education.

Massachusetts State Colleges and Universities

This web page, maintained by the Massachusetts Department of Higher Education, contains links to all Public Higher Education Campuses in the Commonwealth.



Related Links

[Comm-PASS Resource Center](#)
[Statewide Contract Managers](#)

Non-Profit Purchasing Program

This webpage contains a list of human and social service contractors and a list of other non-profit entities eligible to buy goods and services from statewide contracts.

Local Housing Authority Listing

This website provides a list of over 200 local Housing Authorities from across the Commonwealth.

Buyer Information

Some eligible entities, such as cities and towns, may need to execute their own contract documents, as appropriate; however, they are not required to conduct a separate competitive procurement since *all* statewide contracts are the result of a competitive process.

Benefits to buying from Statewide Contracts

Statewide contracts are an easy way to obtain several benefits for your organization by leveraging the Operational Services Division including its:

- **Solicitation Process** - Why reinvent the wheel? Save time by using the state's competitive procurements established by a Strategic Sourcing Lead and representatives from public entities who have expertise and experience with the products/services sought.
- **Buying Power** - Save money by using contracts that wield the state's purchasing power of over \$1.0 billion annually in goods and services to run state agencies and programs. Prompt payment discounts and the right to negotiate prices downward are two benefits of statewide contracts. By adding your purchases to the state's contract, the state gains even more leverage to negotiate the best value available.
- **Contracting Expertise** - We all know that cheapest is not always best. Better terms and conditions, delivery guarantees, top order-fulfillment priority, performance measures and mandatory reporting are just some of the features the state is able to include in its contracts.
- **Vendor Management and Oversight** - Why hassle with vendors? When issues arise, the state contract managers are available to assist in resolving any contract problems. Our mission is to resolve problems quickly and ensure the vendor meets the conditions of the contract.
- **Environmentally Preferable Products (EPPs)** - EPPs are products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose. Many of the products on statewide contract have been chosen because of their reduced impact on the environment.

Did you find the information you were looking for on this page? *

☐ Yes

☐ No

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The Official Website of the Executive Office for Administration and Finance

Administration and Finance[Home](#) > [Budget, Taxes & Procurement](#) > [Procurement Information](#) > [Buy From a Statewide Contract](#)**Buy From a Statewide Contract**

Buying through statewide contracts can offer significant benefits, including time savings, obtaining best value at competitive prices and establishment of long term relationships. The Operational Services Division (OSD) can help you get the most out of statewide contracts, determine if you are eligible to use them, and assist you in buying from minority and women-owned businesses as well as purchasing environmentally friendly products.

Information about Statewide
Contract Purchasing

What the State Buys on Statewide Contract

The Commonwealth of Massachusetts buys goods and services in many categories. Access our new Statewide Contract Index via the link below.

[Statewide Contract Index](#)



OPERATIONAL SERVICES DIVISION

Statewide Contract User Guides

Contract User Guides make it easier for all customers to read and understand the key aspects of each contract, in order to make informed decisions and more easily place orders.

OSD Procurement Schedule

A summary schedule of procurements, contract renewals and expirations by current contract end date, in order to provide users of the contracts, vendors and interested bidders better visibility into our plans for these upcoming contract transitions.

SaveSmart Program

The OSD SaveSmart Program is a partnership between OSD and Statewide Contract Vendors. The purpose of the program is to create additional cost savings and opportunities for all eligible entities utilizing Statewide Contracts.

Environmentally Preferable Products (EPP) Procurement Program

EPPs are competitively priced, high performance products and services that can be obtained from over five dozen statewide contracts. They can render significant savings while reducing the state's impact on the environment and public health.

Key Resources

[How to Contact Us](#)

[OSD Frequently Asked Questions](#)

[Glossary of Terms](#)

[OSD COMMBUYS Policy](#)

[OSD Forms](#)

[OSD Statutory Authority, Regulations & Executive Orders](#)

[See All](#)

Additional Resources

[Statewide Contract Training](#)

[Statewide Contract Prevailing Wage Rates](#)

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The Official Website of the Executive Office for Administration and Finance

Administration and Finance[Home](#) > [Budget, Taxes & Procurement](#) > [Procurement Information](#) > [Buy From a State Contract](#) > [Information about Statewide Contract Purchasing](#)**Information about Statewide Contract Purchasing**

Here you will find the information on who can use statewide contracts, what statewide contracts are available and tips on best practices for purchasing from statewide contracts. In addition to all Executive Branch departments which are required to use statewide contracts for their purchases, cities/towns and many other public and quasi-public entities are eligible to use the Commonwealth's statewide contracts as well.

Who Can Use Statewide Contracts

This link will bring you to the definitive list of all entities eligible to use statewide contracts.

Statewide contracts are an easy way to obtain many benefits for your organization without conducting your own procurement and by leveraging the Commonwealth's purchasing power.

Statewide contracts save you time and provide you with easy access to goods and services that have been established through a competitive process by the Operational Services Division. These contracts are managed by OSD and include quality vendors and competitive pricing. In addition many contracts provide volume and prompt pay discounts.

Finding Available Statewide Contracts on Comm-PASS

The Comm-PASS [Search for Contracts](#) engine provides guidance and access to all procurement records, including Statewide Contracts information.

Best Practices for Purchasing from Statewide Contracts

Maximize your use of statewide contracts by becoming an educated purchaser. It is important that, as a purchaser, you understand what is required from the contractor and where you have flexibility to negotiate within the contract specifications.

Did you find the information you were looking for on this page? *

- ☐ Yes
☐ No



OPERATIONAL SERVICES DIVISION

Key Resources[How to Contact Us](#)[OSD Frequently Asked Questions](#)[Glossary of Terms](#)[OSD COMMBUYS Policy](#)[OSD Forms](#)[OSD Statutory Authority, Regulations & Executive Orders](#)[See All](#)**Related Links**[Eligible Non-Profits](#)

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Administration and Finance

[Home](#) > [Budget, Taxes & Procurement](#) > [Oversight Agencies](#) > [Operational Services Division](#) > [OSD Frequently Asked Questions](#)

OSD Frequently Asked Questions

The following are responses to your most frequently asked questions regarding OSD's Programs and Services.

Audit and Quality Assurance FAQs :

OSD's Office of Audit and Quality Assurance (AQA) supports contracted vendors and departments in achieving and maintaining compliance with state regulations under the following audit and review functions.

Learning and Education About Procurement FAQs :

Learning and Education About Procurement (LEAP) is a directory of resource information including job aids and recommendations for navigating through the OSD site.

OSD Legal, Policy and Compliance FAQs :

OSD's Legal, Policy and Compliance Office provides legal and policy support to Commonwealth agencies regarding OSD programs and functions.

Small Business Purchasing Program (SBPP) FAQs :

The Commonwealth of Massachusetts Small Business Purchasing Program (SBPP), established pursuant to Executive Order 523, is administered by the Operational Services Division (OSD) with the support of the Executive Office of Administration and Finance.

The SBPP policies direct all Executive Departments to provide special consideration to participating small businesses when procuring non-construction goods and services valued between \$10,000 and \$150,000.

The SBPP does not include procurements for vertical or horizontal construction since both are covered under statutes outside OSD's authority, MGL c. §149, 44A-H, and MGL c. §30, 39M respectively.

Supplier Diversity Program (SDP) FAQs :

The Supplier Diversity Program (SDP), formerly known as the Affirmative Market Program (AMP), was established in 2010, pursuant to Executive Order 524, to promote supplier diversity in public contracting. The program instituted policies to encourage the award of state contracts in a manner that develops and strengthens certified Minority and Women Business Enterprises (M/WBEs). Our mission is to increase business opportunities for M/WBEs.

Did you find the information you were looking for on this page? *

☐ Yes

☐ No



Related Links

[COMMBUYS Resource Center](#)
[OSD Frequently Asked Questions](#)
[Glossary of Terms](#)
[OSD Help and Assistance](#)
[OSD Forms](#)
[Procurement Information Center](#)
[See All](#)

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Achieve Telecom Network of MA, LLC.
3 Centennial Drive
Peabody, MA 01960

M.D.T.E. Tariff No. 1
Original Page 1

TARIFF MADE AND FILED BY

Achieve Telecom Network of MA, LLC.

**SHOWING THE REGULATIONS AND SCHEDULES OF CHARGES APPLICABLE TO
INTRASTATE INTEREXCHANGE ACCESS TELECOMMUNICATIONS SERVICE
WITHIN THE COMMONWEALTH OF MASSACHUSETTS**

**MASSACHUSETTS
DEPARTMENT OF
TELECOMMUNICATIONS & ENERGY
TARIFF ALLOWED TO GO INTO
EFFECT AS FILED**

2003 FEB 27 P 12:52

RECEIVED

Issued: February 27, 2003

Effective: March 27, 2003

Achieve Telecom Network of MA, LLC.
3 Centennial Drive
Peabody, MA 01960

M.D.T.E. Tariff No. 1
Original Page 1

TARIFF MADE AND FILED BY

Achieve Telecom Network of MA, LLC.

SHOWING THE REGULATIONS AND SCHEDULES OF CHARGES APPLICABLE TO
INTRASTATE INTEREXCHANGE ACCESS TELECOMMUNICATIONS SERVICE
WITHIN THE COMMONWEALTH OF MASSACHUSETTS

Issued: February 27, 2003

Effective: March 27, 2003

Achieve Telecom Network of MA, LLC.
3 Centennial Drive
Peabody, MA 01960

M.D.T.E. Tariff No. 1
Original Page 2

INTRASTATE INTEREXCHANGE ACCESS TELECOMMUNICATIONS SERVICE

CHECK SHEET

This is the initial filing of this tariff. All pages numbered 1 through 19 contained herein are at the original revision.

Issued: February 27, 2003

Effective: March 27, 2003

INTRASTATE INTEREXCHANGE ACCESS TELECOMMUNICATIONS SERVICE

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1. APPLICATION OF TARIFF

1.1. Scope

This Tariff contains regulations, rates, and charges applicable to the provision of Inter-exchange Access Services, hereinafter referred to as service(s), provided by Achieve Telecom Network of MA, LLC., hereinafter referred to as the Company, to Intrastate Business Customers, hereinafter referred to as customer(s), between locations within the Commonwealth of Massachusetts.

1.2. Applicability

This Tariff only applies to services offered to business (i.e., non-residential) customers.

2. DISTANCE LEARNING TRANSMISSION SERVICE

2.1. General Description

1. The Distance Learning Transmission Service, DLTS, is a telecommunications service that provides the circuits for distance learning application by government departments, corporations, medical facilities, educational institutions, or libraries.
2. The telecommunications services of DLTS are used to electronically deliver Customer provided or Third-Party instructional materials and other data to Company-provided equipment that is interconnected to the Customer's local area network.
3. DLTS does not provide any of the content that is to be delivered, but rather provides the transmission circuit over which this delivery shall take place. The Company will provide the Customer with the information necessary to format Customer-provided or Third-Party content for use over DLTS.
4. The Customer is responsible to ensure that all content delivered over the Company's DLTS network is appropriately licensed for this use.
5. DLTS is an intra-state service provided within the Commonwealth of Massachusetts. The Network Operations Center (NOC) is located within the Commonwealth. Circuit connectivity is provided over the Public Switched Telephone Network (PSTN) and, depending on the bandwidth needed for the transmission of digital signals may be augmented by an overlay network.

2.2. Regulations

2.2.A. Definitions

Authorized User - A person or entity that accesses the Company's services; an authorized user is responsible for compliance with the tariff.

Business Customer - A customer whose service is used for a business, professional, institutional, educational, or occupational purpose.

Customer - The person, partnership, association, joint-stock company, trust corporation, or government entity, or any other entity, that is responsible for payment of charges and compliance with this tariff.

Department - The Commonwealth of Massachusetts' Department of Telecommunications and Energy is referred to as the Department.

Other Common Carrier - A common carrier, other than the Company, that provides telecommunications services to the public.

M.D.T.E - Massachusetts Department of Telecommunications and Energy.

Network Operations Control (NOC) - The site from which the Company manages the network and controls access to network resources.

DLTS Company-Furnished Equipment (CFE) - The DLTS Equipment that is installed, operated, and maintained by the Company on the customer's premise for the exclusive purpose of provisioning DLTS.

DLTS Telecommunications Equipment - The DLTS equipment, other than on-premises equipment, that is provided by the Company to enable telecommunications services.

Site - A site, designated by the Customer, is the school, office, or other suitable building at which Company-furnished on-premise equipment (CFE) is installed and at which the customer's local area network interfaces with the Company's external network.

Subscriber - Any person, firm, corporation, governmental agency, educational institution, library, consortium or other entity that orders service from the Company on behalf of itself or on behalf of others.

Telecommunications - The transmission of voice, data, signaling, or any other forms of intelligence subject to the transmission capabilities of this service.

USAC - The FCC's Universal Service Administrative Company is referred to as USAC.